


Budget Work Session

Agenda Item #	3
Meeting Date	May 17, 2007
Prepared By	Barbara B. Matthews City Manager 
Approved By	

Discussion Item	Safe Takoma Initiative
Background	<p>The City of Takoma Park's budget for FY07 includes \$75,000 for a cross-jurisdictional crime prevention initiative along the border between the City of Takoma Park and the District of Columbia, commonly referred to as Safe Takoma. The City's commitment of funds was predicated on an equal contribution from the District of Columbia, whose fiscal year began on October 1, 2006.</p> <p>Interested residents of both City of Takoma Park and the District of Columbia are in the process of forming a non-profit entity--Safe Takoma, Incorporated. Its officers are as follows: Seth Grimes, President; Faith Wheeler, Vice President; Sara Green, Secretary; and Andy Kelemen, Treasurer.</p> <p>Because Safe Takoma, Incorporated is still in the process of obtaining non-profit status, they were not eligible to receive grant monies from the District of Columbia. Consequently, the Metropolitan Police Department of the District of Columbia executed a grant agreement with Takoma DC Neighborhood Association, a District of Columbia non-profit organization. According to the Takoma DC Neighborhood Association website, the organization's geographic area of concern is bounded by Georgia and Eastern Avenues and Geranium and Underwood Streets.</p> <p>The aforementioned grant agreement provides for the release of 60 percent (or \$45,000) of the grant award. The agreement required a work plan to be submitted to the Metropolitan Police Department within 48 hours of execution of the agreement. A copy of both the grant agreement and the work plan prepared by Safe Takoma, Incorporated on behalf of the Takoma DC Neighborhood Association are included as part of this agenda packet.</p> <p>Section 2.1 of the agreement between the Metropolitan Police Department and the Takoma DC Neighborhood Association provides for the release of the remaining 40 percent of the District's grant award after July 15, 2007 but before August 31, 2007. The release is contingent upon successful completion of tasks as defined in the work plan.</p> <p>It is staff's understanding that, in May 2006, the District released \$45,000 to the Takoma DC Neighborhood Association. The grant monitor for the District of Columbia, Commander Hilton Burton, has directed that no monies be expended until receipt of Takoma Park's matching contribution.</p> <p>To date, the City has provided \$370 to Safe Takoma, Incorporated for certain start-up expenses incurred prior to the release of funds by the District of Columbia. Safe Takoma, Incorporated has requested that the City release the rest of the funding included in the City's FY07 budget.</p>

	<p>Under Maryland law, state and local governments may appropriate public funds for any “public purpose.” The courts have consistently held that that governments may appropriate funds to private entities that provide services that are public in nature if the government maintains supervision and control over the public service at issue and requires total accountability by the private entity for the public funds.</p> <p>The law does not define what constitutes a public purpose. Matters that have been recognized as public purposes for which governments may provide public funds include domestic violence assistance programs and the staging of a visual and performing arts program.</p> <p>The control and accountability necessary when public money is appropriated to private entities may be imposed through legislation applicable to specific grantees or through individual contracts with grantees.</p> <p>Based on staff’s review of the information provided by Safe Takoma, Incorporated, the Council, in its discretion, could determine that some or all of the program goals of Safe Takoma, Incorporated constitute a public purpose. As set forth in the grant agreement, these goals include:</p> <ul style="list-style-type: none"> • Improving and expanding cross-jurisdictional communication and cooperation among District of Columbia and Maryland law enforcement and service agencies and civic groups that serve the community located within a one-half-mile radius centered near the Takoma Metro Station • Preventing crime and reducing fear of crime • Promoting safe and aware communities • Supporting the local police jurisdictions by developing recommendations on the compilation, sharing and reporting of crime statistics • Analyzing relevant factors to inform crime prevention and violence-prevention programs • Identifying successful, evaluated programs corresponding to the reduction of crime for possible replication • Helping law enforcement professionals in both jurisdictions gain an improved familiarity with the entire area and what is happening there • Improving and expanding relationships with and among civic organizations <p>The Council must also determine whether Safe Takoma, Incorporated is the best entity to carry out these functions. Should the Council so determine, staff will work with Safe Takoma, Incorporated to draft an agreement that provides sufficient control and accountability to satisfy the requirements of Maryland law.</p>
Policy	The City Council determines how City funds are expended and the services to be provided by the City government or others on its behalf.
Fiscal Impact	Up to \$74,630 (the remainder of the FY07 appropriation)

Attachments	<p>Grant agreement between the Metropolitan Police Department of the District of Columbia and Takoma DC Neighborhood Association</p> <p>Work plan dated April 30, 2007 prepared by Safe Takoma, Incorporated on behalf of the Takoma DC Neighborhood Association</p>
Recommendation	<p>Staff recommends that the City Council discuss the Safe Takoma initiative and provide direction to staff.</p>
Special Consideration	<p>The City Manager's proposed budget for FY08 includes the hiring of a crime analyst to facilitate the sharing of information between the Takoma Park Police Department and other law enforcement agencies. In Chief Ricucci's discussions with the commanders of the law enforcement agencies bordering Takoma Park, all cited the lack of data from Takoma Park as an impediment to cross-jurisdictional efforts. The hiring of a crime analyst would also enhance the department's ability to provide information to City residents.</p> <p>The proposed budget for FY08 assumes a continuation of the funding for cross-jurisdictional cooperation, with the funds being allocated towards the salary and benefit costs of the crime analyst. No other cross-jurisdictional funding is included in the City Manager's proposed budget for FY08.</p>



DISTRICT OF COLUMBIA
Metropolitan Police Department of the District of Columbia
300 Indiana Avenue, NW
Washington, DC 20001

GRANT AGREEMENT

THIS GRANT AGREEMENT, dated as of April 23, 2007 (this "Agreement"), between the District of Columbia, a municipal corporation, c/o the Metropolitan Police Department of the District of Columbia, with offices at 300 Indiana Ave., N.W., Room 5080, Washington, DC 20001 (the "Grantor") and Takoma DC Neighborhood Association, a District of Columbia non-profit corporation, with a mailing address of 7106 Piney Branch Road, NW, Washington, DC 20012 (the "Grantee").

WITNESSETH:

WHEREAS, the Grantor has, as of the date hereof, agreed to make a grant in the amount of **\$75,000.00** to the Grantee in accordance with the terms and conditions set forth in this Agreement (the "Grant"), to be used by the Grantee to fund Costs, as defined herein, in furtherance of its federal tax exempt purposes under Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code");

WHEREAS, the activities identified in this Grant are being financed pursuant to D.C. Code § 5-133.14 Expenditures for the prevention and detection of crime [Formerly § 4-186];

WHEREAS, the purpose of the funds is to provide public safety benefits to all who utilize Takoma Metro transit station and its surrounding commercial district;

WHEREAS, funds are available to the Grantor for disbursement to Grantee in Fiscal Year 2007 for approved projects and programs that will be completed in Fiscal Year 2007;

WHEREAS, Grantee's organization and activity have been determined to be in full compliance with all applicable federal and local regulations affecting these grant funds;

WHEREAS, the Grantee shall comply with all applicable District of Columbia laws and regulations;

NOW THEREFORE, in consideration of the mutual undertakings herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

“Award Period” means 365 days from the Project Start Date of April 16, 2007, subject to appropriation of funds. Successful grantee(s) must be prepared to sign the Grant Agreement within 24 hours of the Agreement being issued to them. Should further appropriations be made available or funds from other sources be made available, renewable options may be made available to the successful grantees.

“Costs” means any capitalizable cost (as determined in accordance with generally accepted accounting principles consistently applied) incurred by or accrued by the Grantee or on behalf of the Grantee in furtherance of the development and equipping of the Project, including personnel; program expenses; expenses related to contractual and subcontractual fees; equipment; and other administrative costs. Costs do not include any costs or purchases incurred or accrued by Grantee prior to the commencement or after the end of the Award Period.

“District Agreements” means the agreements referred to in Section 5.11 of this Agreement.

“Equipment” is defined as an article of non-expendable, tangible personal property having a useful life of more than one year in accordance with *OMB Circular A122, “Cost Principles for Nonprofit Organization.”* Equipment must be used in the program for which it was acquired. Items with a current per unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the Grantor. If the value exceeds \$5,000 upon program end, the Grantee must obtain written approval from the Grantor for the use of the property in other programs or deliver the equipment to the Grantor. If the property is no longer needed, the Grantee shall request disposition instruction from the Grantor as defined in *OMB Circular A-122* and *OMB Circular A-87, “Cost Principles for State, Local and Indian Tribal Governments.”*

“First Source Agreement” means the agreement entered into as of this date among the Grantor and Grantee, as that agreement may be amended from time to time with the consent of the Grantor and Grantee.

“Grant Disbursements” means the disbursements made by the Grantor to the Grantee in accordance with Article II of this Agreement.

“Grant Monitor” means such person who shall be appointed by Grantor from time to time by the Mayor or City Administrator or Chief of the Metropolitan Police Department to perform the duties of the Grant Monitor under this Agreement.

“Grantor Points of Contact” or “Grantor POCs” means other members of MPD, to include, but not limited to, members of the Office of Organizational Development.

“Media” means any agent of a newspaper, magazine, or other publication that provides newsworthy or entertainment information to the general public.

“Program Budget and Narrative” means the detailed budget and narrative that the Grantee agrees to submit within 48 hours of signing the Grant Agreement, to coincide with the Award

amount listed above.

“Project” means the cross-jurisdictional, collaborative, crime prevention program operated by Safe Takoma, Incorporated (the “Subgrantee”). The Grantee will act as the fiduciary agent for the Subgrantee. The project involves partnerships between the Takoma Park, MD, City Council; Washington, DC, City Council; Takoma Park, MD, Police Department; Metropolitan Police Department of the District of Columbia; and local community groups, as promoted by DC City Councilmember Phil Mendelson.

“Work Plan” means the work plan to be submitted to Grantor for review and approval, within 48 hours of signing of this Grant Agreement. The Work Plan must include an Operational Plan detailing its understanding of each of the project goals and General Requirements as listed in Section 5.8 below, its approach to meeting the objectives stated above and the time periods in which these objectives will be measured and achieved; and details on how performance measures will be developed and tracked, staff qualifications, the project budget and budget narrative; and a management plan outlining the Grantee’s organizational structure and how its advisory board will function.

ARTICLE II **THE GRANT**

- 2.1 Application of Grant Proceeds/Disbursements.** Within 10 business days of signing this Grant Agreement, receipt of the funding certification by the Mayor and the Chief of Police, and Grantee’s production of the completed Internal Revenue Service W9 Form, the Grantor shall send 60 percent of the entire amount of the Grant Award, by government-issued check, to Grantee, to be held separately by the Grantee solely for the purpose of paying Costs or reimbursing Grantee for the payment of Costs in accordance with the terms set forth in this Agreement. After July 15, 2007, but before August 31, 2007, upon successful completion of tasks to-date as defined in the Grantor’s Work Plan, the Grantor shall send the remaining 40 percent of the Grant Award by government-issued check, again to be held separately by the Grantee solely for the purpose of paying Costs or reimbursing Grantee for the payment of Costs in accordance with the terms set forth in this Agreement. Should unforeseeable circumstances take place between the two payment dates that affect the completion of the pre-determined tasks, an updated timeline will be prepared and agreed to by both the Grantor and Grantee, and a new Grant Agreement created.
- 2.2 Grant Payments.** Subject to the terms and conditions of this Agreement, the Grantee may make payment to itself or any third party in furtherance of the Project. All payments shall be made only pursuant to the approved budget for the Project, as such budget may be amended from time to time upon approval by the Grant Monitor.
- 2.3 Requests for Changes to Program Budget/Scope.** The Grantee shall submit any requests for Program Budget reprogramming and changes to project timelines/scope to the Grant Monitor for review and approval.

- 2.4 Records.** The Grantee shall maintain records, including copies of bills, invoices and receipts as appropriate, to establish the total amount of payments made with respect to the Project, and shall make these records available to the Grantor upon request. Upon request of the Grantor (but not more frequently than monthly), the Grantee shall provide to the Grantor a statement setting forth a breakdown of the Costs incurred by the Grantee through the date of the report. The grantee shall maintain these records for a period of three (3) years following the Award Period in the event of audits requested by the Grantor or other District of Columbia Government representative.
- 2.5 Progress Reports.** The grantee shall submit monthly progress reports to the Grant Monitor by the 10th day of each month of service, regarding status of the funds expended and reports on progress made toward each project objective.
- 2.6 Grant Monitor.** Commander Hilton Burton at 202-715-7400/hilton.burton@dc.gov is hereby appointed by Grantor as the initial Grant Monitor. Until this Agreement is terminated or concluded in accordance with Section 6.1 hereof, the Grant Monitor shall, on behalf of the Grantor:
- (a) Review and approve, or disapprove, in whole or in part, the Program Budget and any subsequent requests to modify this Budget, to ensure that expenditures are in furtherance of the Project.
 - (b) Review and approve, or disapprove, in whole or in part, any requests for changes in the project timeline.
 - (c) Review and approve, or disapprove, plans for expenses to ensure that they are in line with the City Council mandate for this funding.
 - (d) Participate in meetings relating to the Project and otherwise conduct site visits not less than monthly to assess and report on the progress of the Project.
 - (e) Provide the Chief of Police and DC Councilmember Mendelson with periodic, but not less than monthly, written reports regarding the status of the Project and the amounts and purposes for which Grant funds have been used or are proposed to be used.
- 2.7 Earnings.** Earnings on the amount awarded shall be treated in the same manner hereunder as Grant proceeds and shall be reported to the Internal Revenue Service as earned by the Grantee. Earnings should be restricted in use to the purpose of the original grant.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

The Grantee represents and warrants that:

- 3.1 **Organization and Powers.** The Grantee is a non-profit corporation duly organized, validly existing and in good standing under the laws of the District of Columbia. The Grantee has the corporate power and authority to own its assets and properties, to carry on its activities as now conducted by it, to operate the Project and to execute, deliver and perform this Agreement.
- 3.2 **Tax-exempt Status.** The Grantee is an organization described in Section 501(c)(3) of the Code and is exempt from federal income tax under Section 501(a) of the Code except with respect to unrelated trade or business income. The Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c)(3) of the Code, and such determination continues in full force and effect. The Grantee has not knowingly engaged in any transaction or activity that could cause such tax exemption to be revoked, and no such transaction or activity is presently contemplated or under consideration. The Grantee has complied with all statutory or regulatory requirements necessary to retain its tax exemption, including without limitation, the filing of all required tax returns and reports. The execution, delivery and performance by the Grantee of this Agreement and the use by the Grantee of the proceeds of the Grant for the purposes contemplated above, will directly further the exempt purposes of the Grantee described in Section 170(c)(2)(B) of the Code and will not affect the status of the Grantee as an organization described in Section 501(c)(3) of the Code. If the Grantee loses their tax-exempt status they must notify the Grantor immediately.
- 3.3 **Authorization: Binding Agreement.** The execution, delivery and performance by the Grantee of this Agreement have been duly authorized by all requisite corporate action. Upon execution and delivery thereof by the Grantee, this Agreement will, assuming enforceability against Grantor, constitute the legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or other similar laws of general application or equitable principles relating to or affecting the enforcement of contracts generally against persons similarly situated.
- 3.4 **Litigation.** To the best of Grantee's knowledge, there is no action, suit or proceeding pending or threatened before any court or governmental or administrative body or agency that may reasonably be expected to result in a material adverse change in the activities, operations, assets or properties of the Grantee, or materially impair the ability of the Grantee to operate the Project or to perform its obligations under this Agreement. The Grantee is not in material default with respect to any judgment, writ, injunction, decree, rule or regulation of any court or any governmental or administrative body or agency.
- 3.5 **No Conflicts.** The execution, delivery and performance by the Grantee of this Agreement and the operation of the Project will not violate materially any provision of law, any order, rule or regulation of any court or governmental or regulatory body, the Articles of Incorporation or By-Laws of the Grantee or any indenture or deed of trust, agreement or instrument to which the Grantee is a party or by which the Grantee or its assets or properties are bound, or conflict with, result in a material breach of or constitute (with due notice or lapse of time or both) a material default under any such indenture or deed of trust, agreement or instrument, or result in the creation or imposition of any lien, charge

or encumbrance of any nature whatsoever upon any of the assets or properties of the Grantee, except as otherwise permitted, required or contemplated by this Agreement.

- 3.6 **Governmental Consents.** Except for the consents of Grantor expressly required hereunder and those ordinarily required in the course of development and operation of the Project, no consent, approval or authorization of, or declaration or filing with, any governmental or administrative body or agency on the part of the Grantee is required for the valid execution, delivery and performance by the Grantee of this Agreement.
- 3.7 **No Default.** The Grantee is in compliance with all of the terms and provisions set forth in this Agreement on its part to be observed or performed.
- 3.8 **Authorization: Binding Agreement.** The execution, delivery and performance by the Grantor of this Agreement and the funding of the Grant to be made hereunder have been duly authorized by all requisite Executive and Legislative action. Upon execution and delivery thereof by the Grantor and the Grantee, this Agreement will constitute the legal, valid and binding obligation of the Grantor enforceable in accordance with its terms.
- 3.9 **Consents.** No further consent, approval or authorization of, or declaration or filing with, any governmental office, agency or administrative body or agency on the part of the Grantor is required for the valid execution, delivery and performance by the Grantor of this Agreement.

ARTICLE IV **DOCUMENTATION**

Grantee Deliveries. Within 24 hours of execution of the Grant Agreement, the Grantee has delivered to the Grantor the following, and Grantor acknowledges its receipt and sufficiency thereof:

- 4.1 **Good Standing Certificate.** A certificate issued by the Government of the District of Columbia dated within 45 days prior to the date of this Agreement, that the Grantee is a corporation in good standing and is qualified to do business in the District of Columbia.
- 4.2 **Determination Letter.** A copy of the letter from the Internal Revenue Service determining the Grantee's tax exempt status and a copy of the Grantee's most recently prepared and filed Form 990 or Form 990EZ. This requirement only applies if the Grantee's income is high enough to warrant the filing of a Form 990 or Form 990EZ with the Internal Revenue Service.
- 4.3 **Sources and Uses of Funds.** A preliminary Program Budget and Narrative, a statement of the projected sources and uses of all funds to be received by the Grantee in connection with the Project, and a schedule of the estimated times, amounts and purposes of expenditures of funds, as set forth in the Grant proposal and amended from time to time.

ARTICLE V
COVENANTS OF THE GRANTEE

The Grantee covenants and agrees that so long as this Agreement shall remain in effect unless the Grantor shall otherwise consent in writing, the Grantee will:

- 5.1 Use of Proceeds.** Use Grant Disbursements solely and exclusively for the purposes set forth in this Agreement, and as described in the to-be-approved Work Plan.
- 5.2 Tax Status.** Maintain its status as an organization described in Section 501(c)(3) of the Code including its exemption from federal income tax under Section 501(a) of the Code, and, in furtherance thereof, materially comply with all provisions of the Code and the regulations thereunder applicable to such organizations.
- 5.3 Corporate Existence and Properties.** Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its corporate existence, and comply in all material respects with all applicable laws and regulations.
- 5.4 Payment of Indebtedness and Taxes.** Pay all of its indebtedness and obligations promptly and in accordance with the terms thereof, file or cause to be filed all federal, and District of Columbia tax or information returns that are required to be filed by it and pay and discharge or cause to be paid and discharged promptly any taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any of its property or upon any part thereof, before the same shall become in default, provided, however, that the Grantee shall not be required to pay and discharge or to cause to be paid and discharged any such tax, assessment, governmental charge or levy so long as the validity thereof shall be contested in good faith by appropriate proceedings.
- 5.5 Other Information and Reports.** With reasonable promptness, Grantee shall provide Grantor with such other information respecting the business, operations, properties, programs, projects, or financial condition of Grantee or the use of the Grant Disbursements as Grantor may reasonably request from time to time, and to which Grantee is not subject to any obligations of confidentiality under applicable law.
- 5.6 Compliance with Laws.** Comply materially with all laws, orders, rules or regulations of any court, governmental or regulatory body applicable to Grantee or its properties.
- 5.7 Keeping of Books, Reports, Visitation, Inspection etc.**
- (a) Keep proper books of record and account, containing complete and accurate entries of all financial and business transactions relating to the business, operations, properties, programs, projects or financial condition of the Grantee in conformity with generally accepted accounting principles and all requirements of any laws, rules or regulations applicable to Grantee.
 - (b) Subject to any obligations of confidentiality to which Grantee is subject under applicable law, permit any representative of Grantor to visit and inspect the Site, to examine the books and records of Grantee and to make copies and take extracts

therefrom, and to discuss the financial condition or prospects of Grantee with the officers and independent public accountants thereof, all at such reasonable times during normal business hours upon reasonable notice and as often as Grantor may reasonably request.

5.8 Requirements. The Grantee shall serve as the fiduciary agent for Safe Takoma, Incorporated. As such, the Grantee will ensure the Subgrantee satisfies all the General Requirements and specific programmatic requirements as detailed in Grantee's to-be-approved Work Plan, to achieve the following overall goals for the Takoma Park, Maryland and Takoma Park, DC areas:

- (a) Improving and expanding cross-jurisdictional communication and cooperation among District of Columbia and Maryland law enforcement and service agencies and civic groups that serve the community located within a one-half-mile radius centered near the Takoma Metro Station.
- (b) Preventing crime and reducing fear of crime.
- (c) Promoting safe and aware communities.
- (d) Supporting the local police jurisdictions by developing recommendations on the compilation, sharing and reporting of crime statistics.
- (e) Analyzing relevant factors to inform crime prevention and violence-prevention programs.
- (f) Identifying successful, evaluated programs corresponding to the reduction of crime for possible replication.
- (g) Helping law enforcement professionals in both jurisdictions gain an improved familiarity with the entire area and what is happening there.
- (h) Improving and expanding relationships with and among civic organizations.

General Requirements include, but are not limited to:

- (a) Meeting with the Subgrantee, Grant Monitor and Grantor POCs at a project "kick-off" meeting to discuss project implementation issues as soon as the grant is awarded.
- (b) Thereafter, meeting with the Subgrantee, Grant Monitor and Grantor POCs on a monthly basis to discuss progress toward, and any impediments to meeting, project objectives.
- (c) Organizing the Safe Takoma Advisory Board, a group of stakeholder groups that will meet periodically to advise Safe Takoma's Board of Directors on the project's direction and operation.

- (d) Identifying targeted partnership agencies and organizations from both cities—groups that do not routinely meet and share information—including parole and probation, juvenile and family assistance agencies, recreation programs, school and business groups, homeowner, civic and tenant associations, and police from Takoma Park, Maryland, the District of Columbia, and the Washington Metropolitan Area Transit Authority.
- (e) Organizing and holding regular meetings with these partnership agencies to:
 - (1) Focus on particular incidents and concerns.
 - (2) Develop and track implementation of joint strategies and goals where possible.
 - (3) Promote on-going data sharing by D.C., Takoma, Park Maryland and WMATA police.
 - (4) Develop recommendations for faster, more efficient, and/or more formal communication systems.
- (f) Gathering and disseminating up-to-date crime information on a timely basis, to include reports from both D.C. and Maryland, to the partnership agencies, using e-mail lists, newsletters or fliers, public meetings, and community bulletin boards.
- (g) Coordinating meetings among diverse groups including Takoma-area businesses, school and recreation groups, neighborhood and tenant associations, churches, Advisory Neighborhood Commission 4B, the City Council of Takoma Park, Maryland, and other affected stakeholders. Goals will include:
 - (1) Facilitating security surveys to businesses within the targeted area.
 - (2) Working with recreational program heads to assist in determining specific summer program needs for youth.
 - (3) Coordinating a summit with faith community organizations to garner their assistance in outreach and program design.
 - (4) Coordinating a gang summit to discuss threats and remedies.
 - (5) Sponsoring periodic safety awareness activities at the Takoma Metro Station.
- (h) Conducting its operations in such a manner as to demonstrate the highest degree of employee competency, conduct, cleanliness, appearance, and integrity. This includes responsibility for taking disciplinary action with respect to its employees as may be necessary.
- (i) Providing monthly progress reports to the Grant Monitor that outline progress

made on, and impediments to meeting project goals.

- (j) Providing background-check-certified and trained employees at all times to perform the services as prescribed.
- (k) Contracting with professional and reputable experts.
- (l) Providing the Grant Monitor with an equipment list containing the make, model number, and serial number of any office or other equipment (fax machines, telephones, photocopiers and modems) purchased to meet grant requirements.
- (m) Maintaining all equipment provided and purchased for this contract. The Grantee shall care for and maintain all District-owned and furnished property in accordance with 27 DCMR Section 4100, et. seq., including establishing and maintaining a property control system as provided for in Section 4107. Upon expiration of the Grant the acquired property becomes the property of the Grantor or as otherwise defined above.
- (n) Ensuring that equipment purchased under the grant is operational.
- (o) Providing their own office space for preparing reports and any other administrative tasks that would require an office environment.

5.9 Insurance. All insurance provided by the Grantee, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Grant Administrator within ten (10) days of notice of award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

5.10 Media Notification. Neither the Grantee nor the Subgrantee will not release any statement or press release, or engage in any interview with a member of the media without first receiving approval from the Grant Monitor.

5.11 District Agreements.

- (a) Within 24 hours of the execution of this Agreement, the Grantee shall certify in form and content acceptable to the Grantor that (i) the Grantee is in compliance with the provisions of Title 1, Chapter 25 of the District of Columbia Code (DC Code §§ 1-2501 et seq., as amended) and (ii) the Grantee does not wholly or partially deny, restrict or abridge or condition the use of, or access to, any of its facilities and services to any person otherwise qualified, for a discriminatory reason, based upon the race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, political affiliation, source of income or physical handicap of any individual.
- (b) The Grantee agrees to furnish to the Grantor, concurrently with or prior to the

execution and delivery of this Agreement, its certification that it is in compliance with the First Source Agreement (unless otherwise waived or modified by the Grantor) in form satisfactory to the Grantor.

- (c) The Grantee agrees to comply with the First Source Agreement if not waived or modified by the Grantor. In the event that it is determined that an Event of Non-compliance (as defined below) has occurred and is continuing with respect to the Grantee under the First Source Agreement, the Grantor may seek enforcement of any right under the First Source Agreement and seek any available administrative, legal or equitable remedy to obtain specific performance or other relief thereunder. The occurrence of an Event of Non-compliance shall not constitute a breach of this Agreement.
- (d) For purposes of this Section 5.11, "Event of Non-compliance" shall mean a failure to meet reporting requirements contained in the First Source Agreement for a period of three months or more; provided that there shall not be an Event of Non-compliance if the Grantee is contesting, in good faith, the existence of said Event of Non-compliance, or compliance is stayed or restricted by an administrative or judicial proceedings or determination, or the Grantor has elected not to declare the existence of such Event of Non-compliance.

ARTICLE VI

TERMINATION OF AGREEMENT

6.1 Termination or Conclusion. This Agreement shall cease upon the earlier of the following:

- (a) The conclusion of the Award Period; or
- (b) The date on which the Grantee gives notice to the Grantor that it is unable or unwilling to complete the Project.

6.2 Repayment to the Grantor. If this Agreement is terminated for any reason prior to the disbursement of all of the Grant, then the remaining funds shall be returned by Grantee to the Grantor, free and clear of any claim or interest of the Grantee and each party shall be released of liability each to the other, at law and in equity.

6.3 Breach.

- (a) If the Grantee shall breach any provision of this Agreement, including any of its representations or warranties hereunder, the Grantor shall be entitled to suspend the honoring of requisitions and if such breach is not remedied within 60 days of notice thereof to the Grantee, the Grantor may declare this Agreement terminated, provided, however, Grantor shall not terminate this Agreement if such breach is of a nature that cannot be cured within 60 days, so long as Grantee commences to cure such breach within 60 days of notice thereof to the Grantee and Grantee thereafter diligently prosecutes such cure to completion.

- (b) In the event of a breach of this Agreement by Grantee beyond any applicable notice and cure period, Grantor shall have available to it all applicable remedies under the laws of the District of Columbia, regardless of whether any such remedy is a remedy at law or in equity.

ARTICLE VII

MISCELLANEOUS

- 7.1 **Entire Agreement.** This Agreement supersedes all prior agreements or understandings, written or oral, in respect thereof, and shall not be amended or modified in any fashion except by instrument in writing signed by both parties.
- 7.2 **Notices.** Any notice or other communication given pursuant hereto by either of the parties hereto to the other party hereto shall be in writing and delivered by hand or mailed by first class mail, or by courier, postage prepaid (mailed notices shall be deemed given when duly mailed), to the parties at their addresses set forth above or to such other address or addresses as hereafter shall be furnished as provided in this Section 7.2 by either of the parties hereto to the other party hereto.
- 7.3 **Waiver; Remedies.** No delay on the part of either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege substantially.
- 7.4 **Assignment.** Neither the Grantor nor the Grantee may assign all or any portion of its rights under this Agreement without the prior written consent of the other party hereto provided that, without the prior written consent of Grantor, Grantee may assign this Agreement to an entity controlled by, controlling of or under common control with Grantee, and to any successor to Grantee, and Grantee may assign its right to payment hereunder to a third party to secure debt. Notwithstanding this Section 7.4, Grantor recognizes that Grantee intends to enter into Subgrantee agreements with Safe Takoma, Incorporated, which will perform portions of the work contemplated by this Agreement.
- 7.5 **Indemnification.**
- (a) In the exercise of the powers of the Grantor and its elected and appointed officials, officers and employees involved in the making, funding, or disbursement of the Grant, including (without limiting the foregoing) the application of moneys, and actions upon any breach of this Agreement by the Grantee, no such person shall be accountable to the Grantee or to any other person for any action taken or omitted in good faith and reasonably believed by it or them to be authorized or within the discretion or rights or powers conferred. The Grantor and any such person shall be protected in acting upon any paper or document believed to be genuine, and may conclusively rely upon the advice of

counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had by the Grantee for any claims based upon this Agreement against the Grantor or any such person alleging personal liability hereunder.

- (b) Subject to the provisions of subsection (c) below, the Grantee indemnifies and holds harmless the Grantor and its elected and appointed officials, officers, employees and agents and the Grant Monitor against any and all claims, losses, damages or liabilities, joint and several, to which any such person may become subject, insofar as such losses, claims, damages or liabilities (or actions in respect of such losses, claims, damages or liabilities) arise out of, or are based on, the making, funding, disbursement or performance of the Grant, or any alleged act or omission by the Grantor in connection with the Grant.
- (c) The Grantee shall indemnify the Grantor and its elected and appointed officials, officers, employees and agents and the Grant Monitor and hold them harmless against losses, claims, damages or liabilities to which the Grantor or any other such person may become subject and that arise out of or are based upon any untrue or misleading statement or alleged untrue or misleading statement of any material fact made by the Grantee, or any breach by the Grantee of any warranty or covenant contained in this Agreement.
- (d) If the Grantor or any other person entitled to indemnification under this Section 7.5 receives notice of any claim or action against the Indemnatee with respect to which indemnification is to be sought from the Grantee under this Section 7.5, the Indemnatee will timely notify the Grantee of the claim or action in writing; timely notice shall mean at such a time so as to enable the Grantee to meaningfully participate in a defense against such a claim, and in the event of an untimely notice, the Grantee's obligation hereunder shall abate only to the extent such untimeliness was the proximate cause of a loss as to which indemnity is sought hereunder. In the event any such claim is made or action brought against any Indemnatee concerning any matters described in Section 7.5 of this Agreement and the Indemnatee is entitled to indemnification thereunder, the Indemnatee may direct the Grantee to assume the defense of the claim and any action brought on the claim (with counsel reasonably satisfactory to the Indemnatee) and to pay all reasonable expenses incurred as a result of the claim; provided, however, that unless and until the Grantee assumes the defense of any such action at the request of such Indemnatee, the Grantee shall have the right to participate at its own expense in the defense of any such action. If the Grantee shall not have employed counsel to have charge of the defense of any such action (following the notice and direction specified above), or if the Grantee and an Indemnatee shall have reasonably concluded that there may be defenses available to that Indemnatee that are different from or additional to those available to the Grantee (in which case the Grantee shall not have the right to direct the defense of such action on behalf of such Indemnatee), the reasonable third party legal and other expenses incurred by such Indemnatee shall be borne by the Grantee. No party will be liable in respect of any settlement effected without its prior consent. The defense of any

such claim or action shall include the taking of all actions necessary or appropriate to the defense. The Grantee agrees to reimburse within 60 days following request therefore accompanied by supporting documentation any reasonable legal and other expenses reasonably incurred by any Indemnatee in connection with investigating or defending any such loss, claim, damage, liability or action of this Agreement.

(e) The provisions of this Section 7.5 shall survive the termination of this Agreement.

7.6 Captions. All Article and Section titles or captions contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

7.7 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement, and either party hereto may execute this Agreement by signing one or more counterparts thereof.

7.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

GRANTOR:

DISTRICT OF COLUMBIA

By: Cathy L. Lanier Date: 4/24/07

Name: Cathy L. Lanier

Title: Chief of Police, Metropolitan Police Department of the District of Columbia

GRANTEE:

Safe Takoma, Incorporated, a District of Columbia non-profit corporation

By: Paul D. Schwartz Date: 4/24/07

Name: Paul Schwartz

Title: President, Takoma DC Neighborhood Association

SAFE TAKOMA Program Budget and Narrative

April 30, 2007

**Prepared by Safe Takoma, Incorporated on behalf of the
Takoma DC Neighborhood Association
7106 Piney Branch Road
Washington, DC 20012
Contact: Sara Green, Secretary, Safe Takoma Incorporated, 202-829-8802**

Operational Plan

Safe Takoma activities are anticipated to occur in two phases:

PHASE I – Planning & Mobilization

1. Creation of organizational structures by Safe Takoma Incorporated in consultation with funders.
2. Inception of a Program Steering Committee with community and government stakeholder participation.
3. Program planning; development of a detailed work plan and schedule; development of metrics and mechanism for program evaluation.

PHASE II – Programming

Programming is planned to center on the following points, subject to direction and refinement in meetings with stakeholders:

1. Conflict resolution/mediation programs (juveniles, gang members, probationers, schools, residents, government, social-service agencies, community organizations)
2. Youth crime prevention (school, recreation, and community programs, roving leaders)
3. Public Awareness programs and support (safety awareness)
4. Improved cross-jurisdictional, inter-departmental communications (to include crime and service analysis)
5. Community action (reducing problematic activities, providing information and alternatives)

Sources of funds

The Safe Takoma program operates with a calendar year fiscal year. FY07 funding is anticipated from the District of Columbia via a grant via the Takoma DC Neighborhood Association and from the City of Takoma Park, each city contributing \$75,000. The program has received \$370 from Takoma Park for reimbursement of start-up expenses, but a mechanism for release of program funds has yet to be established so the program is budgeting for receipt of the District's contribution and will revise its budget on clarification of the Takoma Park funding situation.

The program may apply for grant funding from other sources but budgeting does not anticipate any other grants at this time.

Uses of all funds

Safe Takoma funds from all sources will be used for administrative, operational, and programmatic purposes. They will be used to hire professional staff and occasional consultants; for office space, equipment, and supplies; for incorporation, registrations, and filings; for memberships and attendance at meetings as needed; for costs associated with hosting, publicizing, and participating in events; and for reimbursement of actual costs associated with programming in accordance with the agreed goals and requirements and approved activities.

No funds will be used to pay a salary or fees to any Director of Safe Takoma Incorporated or The Takoma DC Neighborhood Association.

Schedule of the estimated times

The Safe Takoma fiscal year is the calendar year. Funds will be spent as needed with excess fiscal-year funds, with approval, carried over for later expenditure.

Amounts and purposes of expenditures of funds

Projected amounts and purposes of expenditures of funds are as follows:

PURPOSE	AMOUNT
Registrations and fees	\$1,000.
Staff: program director	\$28,000.
Office space: rent and utilities	\$8,000.
Administrative and operating expenses, equipment and supplies	\$3,000.
Programming	\$35,000.

APPENDIX

Program goals and requirements from the Safe Takoma Grant Agreement:

5.8 Requirements. The Grantee shall satisfy all the General Requirements and specific programmatic requirements as detailed in Grantee's to-be-approved Work Plan, to satisfy the following overall goals for the Takoma Park, Maryland and Takoma Park, DC areas:

- (a) Improving and expanding cross-jurisdictional communication and cooperation among District of Columbia and Maryland law enforcement and service agencies and civic groups that serve the community located within a one-half-mile radius centered near the Takoma Metro Station.
- (b) Preventing crime and reducing fear of crime.
- (c) Promoting safe and aware communities.
- (d) Supporting the local police jurisdictions by developing recommendations on the compilation, sharing and reporting of crime statistics.
- (e) Analyzing relevant factors to inform crime prevention and violence-prevention programs.
- (f) Identifying successful, evaluated programs corresponding to the reduction of crime for possible replication.
- (g) Helping law enforcement professionals in both jurisdictions gain an improved familiarity with the entire area and what is happening there.
- (h) Improving and expanding relationships with and among civic organizations.

General Requirements include, but are not limited to:

- (a) Meeting with the Grant Monitor and Grantor POCs at a project "kick-off" meeting to discuss project implementation issues as soon as the grant is awarded.
- (b) Thereafter, meeting with the Grant Monitor and Grantor POCs on a monthly basis to discuss progress toward, and any impediments to meeting, project objectives.
- (c) Organizing the Safe Takoma Advisory Board, a group of stakeholders that will meet periodically to advise Safe Takoma's Board of Directors on the project's direction and operation.

- (d) Identifying targeted partnership agencies and organizations from both cities—groups that do not routinely meet and share information—including parole and probation, juvenile and family assistance agencies, recreation programs, school and business groups, homeowner, civic and tenant associations, and police from Takoma Park, Maryland, the District of Columbia, and the Washington Metropolitan Area Transit Authority.
- (e) Organizing and holding regular meetings with these partnership agencies to:
 - (1) Focus on particular incidents and concerns.
 - (2) Develop and track implementation of joint strategies and goals where possible.
 - (3) Promote on-going data sharing by D.C., Takoma, Park Maryland and WMATA police.
 - (4) Develop recommendations for faster, more efficient, and/or more formal communication systems.
- (f) Gathering and disseminating up-to-date crime information on a timely basis, to include reports from both D.C. and Maryland, to the partnership agencies, using e-mail lists, newsletters or fliers, public meetings, and community bulletin boards.
- (g) Coordinating meetings among diverse groups including Takoma-area businesses, school and recreation groups, neighborhood and tenant associations, churches, Advisory Neighborhood Commission 4B, the City Council of Takoma Park, Maryland, and other affected stakeholders. Goals will include:
 - (1) Facilitating security surveys to businesses within the targeted area.
 - (2) Working with recreational program heads to assist in determining specific summer program needs for youth.
 - (3) Coordinating a summit with faith community organizations to garner their assistance in outreach and program design.
 - (4) Coordinating a gang summit to discuss threats and remedies.
 - (5) Sponsoring periodic safety awareness activities at the Takoma Metro Station.
- (h) Conducting its operations in such a manner as to demonstrate the highest degree of employee competency, conduct, cleanliness, appearance, and integrity. This includes responsibility for taking disciplinary action with respect to its employees as may be necessary.

- (i) Providing monthly progress reports to the Grant Monitor that outline progress made on, and impediments to meeting project goals.
- (j) Providing background-check-certified and trained employees at all times to perform the services as prescribed.
- (k) Contracting with professional and reputable experts;
- (l) Providing the Grant Monitor with an equipment list containing the make, model number, and serial number of any office or other equipment (fax machines, telephones, photocopiers and modems) purchased to meet grant requirements;
- (m) Maintaining all equipment provided and purchased for this contract. The Grantee shall care for and maintain all District-owned and furnished property in accordance with 27 DCMR Section 4100, et. seq., including establishing and maintaining a property control system as provided for in Section 4107. Upon expiration of the Grant the acquired property becomes the property of the Grantor or as otherwise defined above;
- (n) Ensuring that equipment purchased under the grant is operational.
- (o) Providing their own office space for preparing reports and any other administrative tasks that would require an office environment.